

# EXHIBIT A

**Service of Process  
Transmittal**

04/15/2019

CT Log Number 535290142

**TO:** Stephanie Youngman  
Johnson & Johnson  
1 Johnson and Johnson Plz  
New Brunswick, NJ 08933-0002

**RE: Process Served in North Carolina**

**FOR:** Medical Device Business Services, Inc. (Domestic State: IN)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Richard Krick, Pltf. vs. Medical Device Business Services, Inc., Dft.

**DOCUMENT(S) SERVED:** Attachment(s), Letter, Summons, Return, Complaint

**COURT/AGENCY:** Mecklenburg County Superior Court, NC  
Case # 19CV5004980

**NATURE OF ACTION:** Product Liability Litigation - Personal Injury - Artificial Shoulder "Shoulder Implant"

**ON WHOM PROCESS WAS SERVED:** CT Corporation System, Raleigh, NC

**DATE AND HOUR OF SERVICE:** By Courier on 04/15/2019

**JURISDICTION SERVED :** North Carolina

**APPEARANCE OR ANSWER DUE:** Within 30 days after service

**ATTORNEY(S) / SENDER(S):** Jonathan N. Barber  
Barber Power Law Group, PLLC  
205 Regency Executive Park Drive #200  
Charlotte, NC 28217  
980-202-5679

**ACTION ITEMS:** CT has retained the current log, Retain Date: 04/15/2019, Expected Purge Date: 04/20/2019  
  
Image SOP  
  
Email Notification, RA-JJCUS LDSOP RA-JJCUS-LDSOP@its.jnj.com  
  
Email Notification, Amy McLaren cls-ctsopsupport@wolterskluwer.com

**SIGNED:** CT Corporation System  
**ADDRESS:** 160 MINE LAKE CT STE 200  
Raleigh, NC 27615  
**TELEPHONE:** 954-473-5503

Page 1 of 1 / DS

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

ORIGIN ID:PNVA (980) 202-5679  
BARBER POWER LAW GROUP  
SANDRA SAMPLER  
205 REGENCY EXECUTIVE PARK DRIVE  
SUITE 200  
CHARLOTTE, NC 28217  
UNITED STATES US

SHIP DATE: 12APR19  
ACTWGT:  
CAD: 109441169/NET4100

BILL SENDER

TO

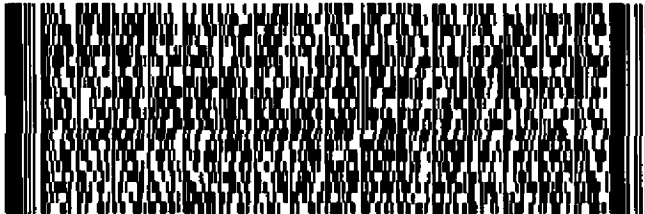
CT CORPORATION SYSTEM  
160 MINE LAKE COURT  
SUITE 200  
RALEIGH NC 27615

565J1D7E5123AD

(980) 202-5679  
INV:  
PO:

REF: RKJLB

DEPT:



MON - 15 APR 3:00P

TRK# 7749 6059 9125  
0201

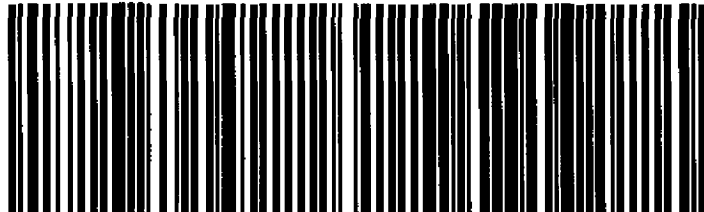
STANDARD OVERNIGHT

DSR

27615

NC-US RDU

XH RZZA



When printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.

2. Fold the printed page along the horizontal line.

3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misrouting, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of status, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



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### Address Information

#### Ship to:

Select or enter  
CT Corporation System  
160 Mine Lake Court

Suite 200  
RALEIGH, NC  
27615  
US  
9802025679

#### Ship from:

Barber Power Law Group  
Sandra Sampler  
205 Regency Executive Park  
Drive

Suite 200  
CHARLOTTE, NC  
28217  
US  
9802025679

### Shipment Information:

Tracking no.: 774960599125

Ship date: 04/12/2019

Estimated shipping charges: 29.95 USD

### Package Information

Pricing option: FedEx One Rate

Service type: Standard Overnight

Package type: FedEx Envelope

Number of packages: 1

Total weight:

Declared Value: 0.00 USD

Special Services: Direct signature required

Pickup/Drop-off: Use an already scheduled pickup at my location

### Billing Information:

Bill transportation to: My Account - 121-121

Your reference: RK/JB

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at [fedex.com](http://fedex.com).

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**BARBER POWER**  
LAW GROUP

Barber Power Law Group, PLLC  
205 Regency Executive Park Drive, Ste. 200  
Charlotte, NC 28217  
(o) (980) 202-5679  
(f) (980) 283-8062  
[www.BarberPowerLaw.com](http://www.BarberPowerLaw.com)

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April 12, 2019

CT Corporation System  
160 Mine Lake Court, Suite 200  
Raleigh, NC 27615

**Re: Richard Krick v. Medical Device Business Services, Inc.**  
**Case No.: 19-CVS-004980**

To Whom it May Concern,

Please find enclosed a filed Civil Summons and filed Complaint against Medical Device Business Services, Inc.

If you have any questions, please do not hesitate to contact me.

Best Regards,

Jack Randolph  
*North Carolina State Bar Certified Paralegal*  
Barber Power Law Group, PLLC

Enclosures

**STATE OF NORTH CAROLINA**

File No.

19-CVS-004980

Mecklenburg County

In The General Court Of Justice  
☐ District ☒ Superior Court Division

Name Of Plaintiff

Richard Krick

Address

68 6th Street W.

City, State, Zip

Nokomis

FL

34275

**VERSUS**

Name Of Defendant(s)

Medical Device Business Services, Inc.

**CIVIL SUMMONS**☐ ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

**To Each Of The Defendant(s) Named Below:**

Name And Address Of Defendant 1

Medical Device Business Services, Inc.

CT Corporation System

160 Mine Lake Court, Suite 200

Raleigh

NC

27615

Name And Address Of Defendant 2



**IMPORTANT!** You have been sued! These papers are legal documents, **DO NOT** throw these papers out! You have to respond within 30 days. You may want to talk with a lawyer about your case as soon as possible, and, if needed, speak with someone who reads English and can translate these papers!

**¡IMPORTANTE!** ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales. **¡NO TIRE** estos papeles!

Tiene que contestar a más tardar en 30 días. ¡Puede querer consultar con un abogado lo antes posible acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos documentos!

**A Civil Action Has Been Commenced Against You!**

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)

Jonathan N. Barber, Esq.

Barber Power Law Group, PLLC

295 Regency Executive Park Drive, Suite 200

Charlotte

NC

28217

Date Issued

Signature

Time

☐ AM ☒ PM☐ Deputy CSC☐ Assistant CSC☐ Clerk Of Superior Court☐ **ENDORSEMENT (ASSESS FEE)**

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

☐ AM ☐ PM

Signature

☐ Deputy CSC☐ Assistant CSC☐ Clerk Of Superior Court

**NOTE TO PARTIES:** Many counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

(Over)

AOC-CV-100, Rev. 4/18

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**RETURN OF SERVICE**

I certify that this Summons and a copy of the complaint were received and served as follows:

**DEFENDANT 1**

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
-------------	--	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

- ☐ Other manner of service (specify)

- ☐ Defendant WAS NOT served for the following reason:

**DEFENDANT 2**

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
-------------	--	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

- ☐ Other manner of service (specify)

- ☐ Defendant WAS NOT served for the following reason:

Service Fee Paid \$	Signature Of Deputy Sheriff Making Return
Date Received	Name Of Sheriff (type or print)
Date Of Return	County Of Sheriff

**NORTH CAROLINA  
MECKLENBURG COUNTY**

**RICHARD KRICK,**

**Plaintiff,**

**v.**

**MEDICAL DEVICE BUSINESS  
SERVICES, INC.,**

**Defendant.**

**FILED**  
**IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION**

**13-CVS-4470 58**

**MECKLENBURG CO., C.S.C.**  
**BY**

**COMPLAINT**

NOW COMES Plaintiff, Richard Krick ("Plaintiff"), by and through his undersigned counsel, who hereby sues Medical Device Business Services, Inc. ("Defendant") and alleges and says as follows:

**THE PARTIES**

1. Plaintiff is a citizen and resident of Florida and it a "claimant" as that term is defined in N.C. Gen. Stat. § 99B-1.

2. Defendant is a corporation formed under the laws of the State of Indiana with its principal place of business located at 700 Orthopaedic Drive, Warsaw, Indiana 46581. Defendant has previously operated under the names "Depuy Orthopedics, Inc.," "Depuy Orthopaedics, Inc." and "Depuy Inc." in the State of North Carolina. Defendant is a "manufacturer" as that term is defined in N.C. Gen. Stat. § 99B-1.

**JURISDICTION AND VENUE**

3. Defendant operates and sells products throughout the United States.



4. This Court has *in personam* jurisdiction over this action pursuant to N.C. Gen. Stat. § 1-75.4, *et. seq.*

5. This Court has jurisdiction over the subject matter of this action pursuant to N.C. Gen. Stat. § 7A-240 and § 7A-243 because this action involves a justiciable matter of a civil nature and the amount in controversy exceeds the requisite sum or value of \$25,000.00, exclusive of interest and costs.

6. Venue of this action in this county and division is proper under and by virtue of N.C. Gen. Stat. § 1-82.

### **FACTS**

7. On February 2, 2016, Plaintiff had an artificial shoulder (the “shoulder implant”), designed, produced, sold and distributed by Defendant, installed via a reverse shoulder replacement operation at Novant Hospital in Rowan County, North Carolina.

8. The shoulder implant is identified as Part #DPT5200290-009.

9. There were numerous issues with the shoulder implant that required medical intervention, manipulation, and physical therapy.

10. The area around the shoulder implant became infected, and the infection did not clear after over six weeks of treatment.

11. Plaintiff’s doctors determined the shoulder implant needed to be removed, and it was, in fact, removed on August 23, 2016.

12. When the shoulder implant was removed, a spacer was placed in Plaintiff’s shoulder socket and a biopsy of the tissue surrounding the area where the shoulder implant had been was performed.

13. The biopsy revealed foreign fibers, including metal, in Plaintiff's shoulder-area tissue.

14. After several additional rounds of antibiotics, Plaintiff's infection cleared and he had a new artificial shoulder installed on December 9, 2016.

15. Plaintiff suffered severe pain throughout much of 2016, due entirely to the infection from Defendant's faulty shoulder implant.

16. Plaintiff, through the undersigned counsel, made a demand for compensation from Defendant.

17. Defendant requested the shoulder implant for examination and requested all of Plaintiff's medical records for an evaluation of liability.

18. Defendant has been in possession of Plaintiff's shoulder implant and medical records since November 15, 2017. The delivery was signed for by "B. Benzing."

19. Over the last year and a half, Plaintiff's counsel has been in constant communication with Defendant's representatives about their evaluation of the shoulder implant and Plaintiff's medical records, but Defendant has failed to make such determination.

**COUNT I**  
**NEGLIGENCE**

20. Plaintiff re-alleges and re-avers paragraphs 1 through 19 above, which are incorporated by reference as if fully set forth herein.

21. Plaintiff has suffered injuries as a result of the Defendant's defective shoulder implant.

22. Defendant negligently produced, designed, manufactured, advertised, distributed and otherwise introduced into the stream of commerce an artificial shoulder which was unsuitable for the ordinary uses for which it was intended.

23. Defendant negligently designed the artificial shoulder in that Defendant unreasonably failed to adopt a safer, practical, feasible, and otherwise reasonable alternative design that could then have been reasonably adopted, and that would have prevented or substantially reduced the risk of harm without substantially impairing the usefulness, practicality, or desirability of the artificial shoulder.

24. As a direct and proximate cause of the negligence of Defendant, Plaintiff suffered painful injuries and is entitled to recover damages in an amount in excess of \$25,000.

**COUNT II**  
**BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

25. Plaintiff re-alleges and re-avers paragraphs 1 through 24 above, which are incorporated by reference as if fully set forth herein.

26. Defendant impliedly warranted and represented that the shoulder implant was of merchantable quality and was reasonably fit for the purposes for which the shoulder implant was intended.

27. Plaintiff reasonably relied upon Defendant's implied warranty of merchantability.

28. The shoulder implant was not of merchantable quality, but instead was defective.

29. This defective condition constituted a breach of the implied warranty of merchantability. Defendant also breached its implied warranty of merchantability by its failure to provide proper and adequate warnings.

30. As a direct and proximate result of the Defendant's breach of the implied warranty of merchantability, Plaintiff suffered painful injuries and is entitled to recover damages in an amount in excess of \$25,000.

**CONCLUSION**

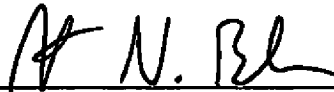
WHEREFORE, Plaintiff prays the Court that:

1. He recover judgment against Defendant in an amount in excess of \$25,000;
2. He recover the costs and expenses of this action from Defendant; and
3. He recover any further relief that the Court deems appropriate.

Plaintiff demands a jury trial.

This 4<sup>th</sup> day of March, 2019.

BARBER POWER LAW GROUP, PLLC



Jonathan N. Barber, Esq.

N.C. Bar No. 49065

[jbarber@barberpowerlaw.com](mailto:jbarber@barberpowerlaw.com)

Barber Power Law Group, PLLC

205 Regency Executive Park Drive #200

Charlotte, North Carolina 28217

Phone: (980) 202-5679

*Counsel for Richard Krick*